

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: Township of Berkeley Heights COUNTY: Union

RECIPIENT: Berkeley Heights Board of Education COUNTY: Union

BRIEF DESCRIPTION OF SERVICE:

Shared service between the Township and the Board of Education for a Police Officer (Student Resource Officer) to be assigned at the High School during the school year.

EFFECTIVE DATE: September 1, 2016

EXPIRATION DATE: June 30, 2022

ESTIMATED COST SAVINGS
TO BE ACHIEVED OVER THE TERM OF THE AGREEMENT \$25,000.00 per year

Please submit this cover sheet with shared service agreement either via email to [EGG@dca.state.nj.us](mailto:Egg@dca.state.nj.us) or hard copies may be mailed to the Division of Local Government Services at PO Box 803, Trenton, NJ 08625-0803. Mailed correspondence should be sent to the attention of Shared Services.

SHARED SERVICES AGREEMENT
between the
BERKELEY HIGHTS BOARD OF EDUCATION
and
TOWNSHIP OF BERKELEY HEIGHTS

THIS SHARED SERVICES AGREEMENT (hereinafter "Agreement") is made on this 20 day of October, 2016 by and between the BERKELEY HEIGHTS BOARD OF EDUCATION (hereinafter "Board of Education"), and the TOWNSHIP OF BERKELEY HEIGHTS (hereinafter "Township").

WHEREAS, the Township Police Department currently assigns a police officer to the Governing Livingston High School during the school year, who serves as a student resource officer; and

WHEREAS the Board of Education finds a benefit to its students and faculty to have a police officer at the High School, and has agreed to contribute to the costs of having such officer be assigned to the High School during the school year, and has engaged in discussions regarding a potential shared services agreement for same; and

WHEREAS the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 *et seq.*, permits and provides for a mechanism for contracting between local units by entry into a Shared Services Agreement; and

WHEREAS the Board of Education and Township agree that it makes financial sense for the parties hereto to enter into a Shared Services Agreement for the provision of such services; and

WHEREAS the Board of Education and Township agree that their mutual public purposes and best interests will be promoted by the execution and delivery of this Shared Services Agreement pursuant to the powers conferred by the Uniform Shared Services and Consolidation Act;

NOW THEREFORE, in consideration of mutual promises and covenants of each to the other, and for other good and valuable consideration, the parties do hereby agree as follows:

I. Goals and Objectives:

It is understood and agreed that the Board of Education and the Berkeley Heights Police Department share the following goals and objectives with regard to the School Resource Officer (SRO) Program:

1. To foster educational programs and activities that will increase students'

knowledge of and respect for the law and function of law enforcement agencies;

2. To encourage the SRO to attend extracurricular activities held at schools, such as PTO meetings, athletic events, and concerts;

3. To act swiftly and cooperatively when responding to major disruptions and flagrant criminal offenses at school, such as: disorderly conduct, trespassers, the possession and use of weapons on school grounds, the illegal use, sale and/or distribution of controlled dangerous substances and similar disturbances;

4. To report serious crimes that occur on school grounds and to cooperate with law enforcement officials in their investigation of crimes that occur at school;

5. To cooperate with law enforcement officials in their investigations of school-related criminal offenses which occur off school grounds.

II. Employment and Assignment of School Resource Officer

A. The officer assigned as a School Resource Officer (hereinafter the "SRO") shall be at the discretion of the Chief of Police. The SRO will possess the qualities and qualifications necessary in order to accomplish the aforementioned mutual goals and objectives. In the event of problems which may warrant removal or replacement of the SRO, the Superintendent of Schools shall notify the Chief of Police and may request that such action be taken.

B. The SRO shall be an employee of the Berkeley Heights Police Department and shall be subject to the administration, supervision and control of the Berkeley Heights Police Department. He/She shall also be subject to all rules and regulations, policies, orders and directives of the Berkeley Heights Police Department.

C. The Berkeley Heights Police Department shall have the sole power and authority to hire, discharge, assign and discipline the SRO.

III. Duty Hours

A. The SRO shall work a 4 on, 3 off schedule consistent with the current collective bargaining agreement of the Police Department. Subject to schools being in session, the SRO shall make efforts to move his/her scheduled work days to most efficiently align with school events, functions, and needs. This schedule flexibility is crucial to the success of the SRO program. In the case of emergency or special situation, and at the discretion of a commanding officer, the SRO may work more than his/her ordinarily scheduled hours. The payment of any contractual overtime due shall be the responsibility of the Berkeley Heights Police Department.

B. The SRO shall primarily be assigned to Governor Livingston High School, but specific SRO duty hours and school location shall be set by mutual agreement between the Berkeley Heights Public School Superintendent or his/her designee and the Chief of Police or his/her designee.

IV. Basic Qualifications of a School Resource Officer (SRO).

The Berkeley Heights Police Department represents that the SRO assigned shall meet the following basic qualifications:

1. Shall be a sworn, full-time law enforcement officer and should have a minimum of five years of law enforcement experience.

2. Shall have successfully completed any statutorily required School Resource Officer course(s).

3. Shall be trained in the response to active shooter situations.

4. Shall possess sufficient knowledge of the applicable Federal and State laws, Township Ordinances and Board of Education policies and regulations.

5. Shall be capable of conducting criminal investigations.

6. Shall possess an even temperament and set a good example for students;
and

7. Shall possess communication skills that would enable the officer to function effectively within the school environment.

V. Duties of School Resource Officer

A. Provide security and surveillance at the school and note and report irregularities, dangerous practices and conditions, accidents, fires and other acts or circumstances requiring police or other action, which may affect the health, welfare and/or safety of the students and/or school personnel.

B. Enforce Federal, State and Local laws and ordinances.

C. Take necessary action as to trespassers, suspicious persons and conditions, and report significant action, occurrences and conditions.

D. Conduct investigations of criminal or delinquent activity according to established police department policies and procedures.

E. If assigned by the Chief of Police or his designee, investigate offenses occurring off school property affecting or relating to Berkeley Heights or Mountainside students attending a Berkeley Heights School.

F. Warn, detain, cite and/or take into custody violators of the law when necessary and in conformance with New Jersey Statutes, Attorney General Guidelines, and the Memorandum of Agreement between the Board of Education and law enforcement officials.

G. Complete timely and accurate reports in accordance with the requirements of the police department.

H. Assist in the enforcement of traffic and parking laws and regulations on school property and cooperate and assist other public safety officials in traffic control as necessary.

I. Recommend measures to protect school and personal property from damage and theft.

J. Assist school personnel in dealing with emergencies.

K. Supervise security at school activities and public meetings as directed.

L. Assist in truancy investigations as requested.

M. Assist the principal on matters dealing with the enforcement of child custody orders or domestic violence restraining orders.

N. Coordinate the sharing of delinquency information between the school and the police department, as provided for by N.J.S.A. 2A:4A-60.

O. Assist with Megan's Law notifications received by the school, as directed by the County Prosecutor.

P. Provide assistance in programs for peer mediation and peer leadership.

Q. Act as an instructor for specialized, short-term programs involving a range of topics such as security, crime prevention, drug and alcohol education, the criminal and juvenile justice system, and related topics.

R. Upon request, attend faculty meetings relating to his duties as an SRO.

S. Upon request, attend conferences between school personnel and parents regarding either individual students, or general security concerns.

T. Counsel public school students in special situations, when requested by the principal or by the parents of the students.

U. Serve at all times as a role model to students, demonstrating appropriate attitudes, behavior, courtesy and respect.

V. Maintain a log of activities undertaken in connection with the SRO assignment and review periodically with the Chief of Police, School Superintendent and High School Principal pursuant to State statute and Attorney General guidelines.

W. Provide the High School Principal with information and assistance necessary to prepare reports for the Board of Education members summarizing the SRO's activities.

X. Perform such other related duties as assigned by the Chief of Police or his/her designee.

VI. Communication between SRO and the schools

A. The SRO will be responsible for day-to-day communication with the High School Principal to the extent necessary and for the purpose of coordinating scheduling.

B. The SRO shall also coordinate and communicate with the principal or the principal's designee of any school at which he may perform duties.

VII. Training

A. The SRO shall be required by the Berkeley Heights Police Department to attend periodic training, seminars, re-certifications and in-service training sessions as directed by the Chief of Police or his/her designee. All efforts will be made to avoid this interfering with the SRO's responsibilities at the school. The SRO should advise school administrators of upcoming absences due to training.

VIII. Dress Code

A. SRO's shall, on the majority of occasions, wear the departmental uniform of the day in order to maintain a visible presence in the school.

B. In special situations, and with the approval of a commanding officer, the SRO may wear plain clothes or a modified uniform as appropriate. Any modified uniform or plain clothes uniform will be worn consistent with Berkeley Heights Police Department Uniform Policy.

C. The SRO shall carry departmental issued firearms at all times while on duty. Firearm carry shall always be in compliance with Berkeley Heights Police Department Firearms Policy.

IX. Searches

The SRO shall not be routinely requested to participate in student searches conducted by school officials. The SRO may only conduct searches under circumstances where a search by a law enforcement officer is permitted by law.

X. School Discipline

The SRO shall not act as a school disciplinarian, as disciplining students is a school responsibility. However, if a principal or other administrator believes an incident may be a violation of the law, the principal may contact the SRO, who shall then determine whether law enforcement action is necessary. The SRO shall not be used for assigned lunchroom duties or hall monitoring ordinarily assigned to a school employee.

XI. Communication Between Superintendent and Chief of Police

The Superintendent of Schools and the Chief of Police shall maintain open communication concerning the progress and effectiveness of the program.

XII. Office Space

The school shall provide the officer with a telephone and office space where students can meet and speak privately with the officer. The office space must include a desk with drawers, a chair, filing cabinet and office supplies. The office must be able to be properly locked and secured. If possible, the office should be in a central location in the school building and easily accessible to students, faculty and school administrators.

XIII. Program Funding

In consideration of the Township of Berkeley Heights providing the services of a School Resource Officer, the Berkeley Heights Board of Education shall pay the Township of Berkeley Heights the total sum of Twenty-Five Thousand Dollars (\$25,000.00) with a payment on or before November 1 of each year in the amount of (\$12,500.00) and April 1 of each year in the amount of (\$12,500.00).

XIV. Term of Agreement

This Agreement shall remain in effect for the school year(s) of September 1, 2016 to June 30, 2022.

XV. Insurance and Indemnification

A. GENERAL LIABILITY. The Board of Education shall maintain insurance in the amount of \$5,000,000 per occurrence/annual aggregate for bodily injury liability and property damage liability, and include the Township as an additional insured for the time during which the SRO, a Township employee, is working at the Governing Livingston High School.

B. AUTO LIABILITY/PHYSICAL DAMAGE. As the SRO will be a Township employee driving a Township vehicle from the Township's Police Department to the Governor Livingston High School, the Township shall provide maintain insurance in the amount of \$5,000,000 in auto liability for its vehicle which is to cover auto physical damage, and include the Board of Education as an additional insured.

C. WORKERS COMPENSATION. The SRO will be a full-time employee of the Township. As such, the Township shall be responsible for maintaining Workers Compensation and Employers Liability.

D. Evidences of the above-referenced insurance policies shall be provided to the other party.

E. INDEMNIFICATION/HOLD HARMLESS. The parties shall mutually indemnify and hold each other harmless from all claims, including attorney's fees and costs, arising out of performance of duties by SRO pursuant to the terms of this Agreement.

XVI. Authorization

Each party represents that the execution, delivery and performance of this Agreement has been authorized by its respective governing body, does not require any consent, approval or referendum of the voters, and does not violate any judgment, order, law or regulation applicable to either party.

XVII. Termination

Either party may terminate this Agreement at any time upon thirty (30) days written notice to the other party.

XVIII. Miscellaneous

A. Entire Agreement

This agreement constitutes the entire agreement and understanding between the parties in relation to its subject matter and supersedes all previous and contemporaneous agreements, understandings, representations and warranties between the parties.

B. Notice

Any notice or consent required or permitted hereunder shall be in writing and shall be delivered to the other party by registered or certified mail, return receipt requested, and addressed to the party as set out below or to such other address as the party may have specified by notice given in writing to the other party.

BERKELEY HEIGHTS BOARD
EDUCATION
345 Plainfield Avenue
Berkeley Heights, NJ 07921

TOWNSHIP OF BERKELEY HEIGHTS
Municipal Building
29 Park Avenue
Berkeley Heights, NJ 07921

C. Modifications

This Agreement may not be amended, altered or modified in any manner except in writing executed by the parties hereto.

D. Headings

This section and any other headings contained in this agreement are for reference only and shall not affect the meaning and interpretation of this Agreement.

E. Invalid Clause

The invalidity of any clause contained herein shall not render any other provision invalid and the balance of the Agreement shall be binding upon all parties hereto.

F. Waiver


It is understood and agreed by the parties that a failure or delay in the enforcement of any of the provisions of this Agreement by either of the parties shall not be construed as a waiver of those provisions.

IN WITNESS WHEREOF, we do hereby agree to the within on date set forth herein above.

TOWNSHIP OF BERKELEY HEIGHTS



Ana Minkoff, Township Clerk



Robert Woodruff, Mayor

BERKELEY HEIGHTS BOARD OF EDUCATION



Doug Reinstein, President



Judith Rattner, Superintendent,